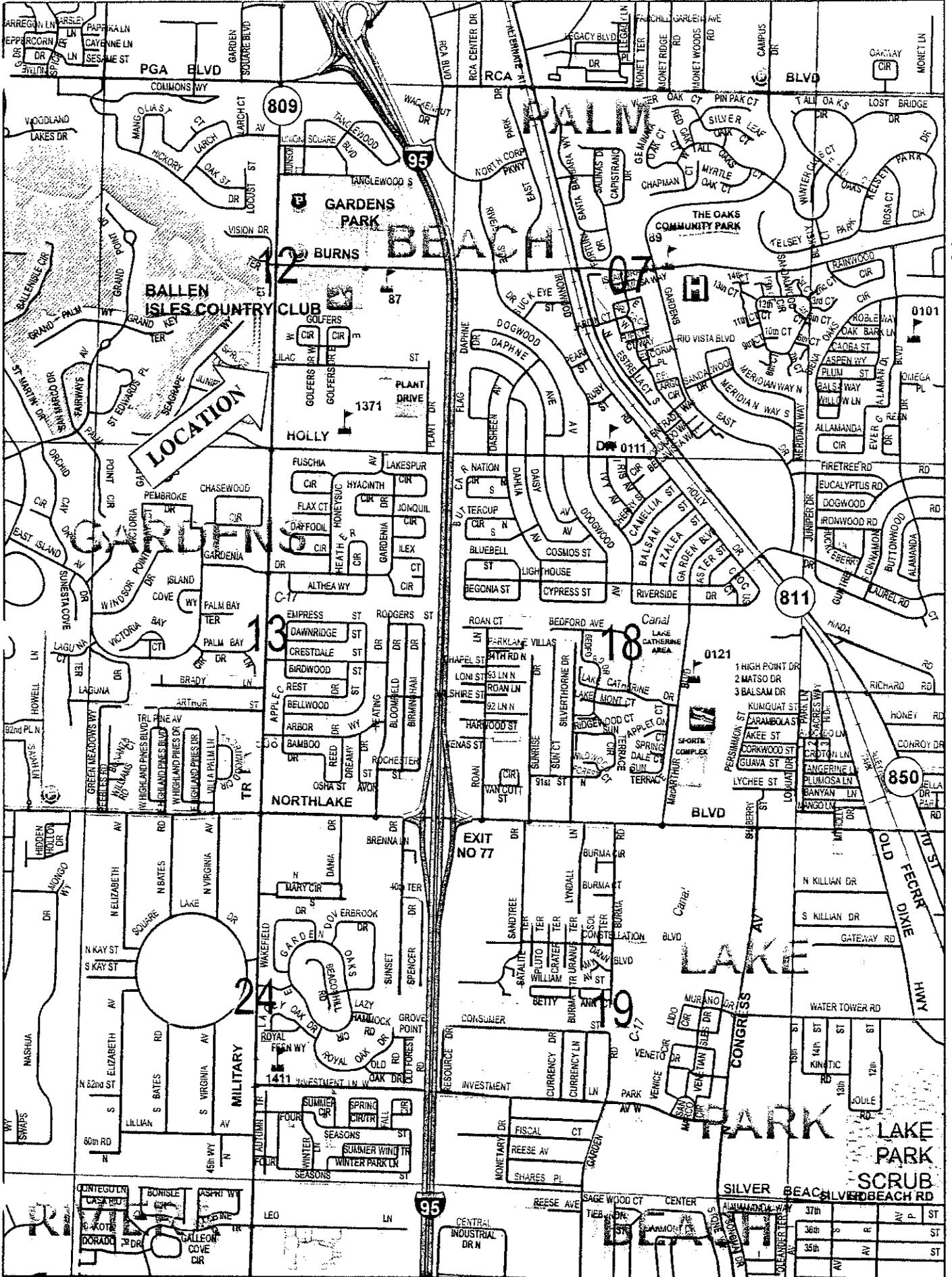


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INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SR 809 (MILITARY TRAIL) AND LILAC STREET

THIS INTERLOCAL AGREEMENT, hereinafter "AGREEMENT", is made and entered into this ____ day of _____, 2011, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter "COUNTY", and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA hereinafter "BOARD".

WITNESSETH:

WHEREAS, it is the intent of the Local Government Comprehensive Planning and Land Development Regulations Act, §163.3161, et seq., *Florida Statutes* 1991, to encourage and ensure cooperation between and among local governmental entities to provide for the coordination of development activities of units of local government, and permits the parties, as public agencies, to enter into interlocal agreements with each other; and

WHEREAS, the BOARD has completed modernization of Palm Beach Gardens High School and its athletic facilities located at 4245 Holly Drive, Palm Beach Gardens, Florida, 33410, (Palm Beach Gardens High School and athletic facilities are hereinafter collectively referred to as the "SCHOOL"); and

WHEREAS, the COUNTY supported the BOARD construction of the SCHOOL; and

WHEREAS, it has been determined by both parties that the construction and installation of a traffic signal at the intersection of SR 809 (Military Trail) and Lilac Street, hereinafter "IMPROVEMENTS" will improve the movement of traffic through the intersection; and

WHEREAS, the BOARD intends to reimburse the COUNTY for the IMPROVEMENTS

upon completion of the installation, which is to be built on land located at the intersection of SR 809 (Military Trail) and Lilac Street; and

WHEREAS, the COUNTY and the BOARD declare that the IMPROVEMENTS are in the best interest of the health safety and welfare of the public; and

WHEREAS, the COUNTY and the BOARD are authorized to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the BOARD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

2. The COUNTY agrees to assume all responsibility for the installation and contract administration and maintenance of the IMPROVEMENTS.

a. The BOARD agrees to: a) design and permit the IMPROVEMENTS at its sole cost and expense; and b) reimburse the COUNTY for the actual cost of the IMPROVEMENTS after completion of installation within 30 days of being billed. Reimbursement shall be for the full cost of the IMPROVEMENTS, estimated at this time to be TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000.00). Should the cost of the IMPROVEMENTS increase between the time of execution of this AGREEMENT and actual installation, the BOARD agrees to reimburse the COUNTY the full cost of the IMPROVEMENTS installation, however in no event in an amount in excess of TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000.00), except in the event there

are unforeseen utility conflicts.

- b. In the event of unforeseen utility conflicts, the BOARD agrees to reimburse the COUNTY for the additional expenses associated with completing the IMPROVEMENTS. In the event the total cost of the IMPROVEMENTS exceed TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000.00), the BOARD will have the option of 1) reimbursing the COUNTY the additional funds required to cure the unforeseen utility conflicts, or 2) cancel this AGREEMENT within THIRTY (30) days written notice to County, and reimburse the COUNTY within 30 days of being billed for all prior expenses incurred on the IMPROVEMENTS, along with any expenses required to return the subject area to as near the same condition as reasonably possible, including any / all claims from the contractor which result from unforeseen utility conflicts.
- c. The COUNTY will expend no direct funds on these IMPROVEMENTS other than to front the costs pending reimbursement from the BOARD.

3. The BOARD shall acquire at its sole cost and expense the easement interests over, under, on and across the real property more particularly described in Attachment "A", attached hereto and made a part hereof (the "EASEMENT PARCELS"). In the event that the acquisition of the EASEMENT PARCELS cannot be conveyed directly from the third-party owner to the COUNTY, the BOARD shall convey the EASEMENT PARCELS to the COUNTY by easement deeds substantially in the forms attached hereto as Attachment "A". The BOARD shall obtain a title search of the EASEMENT PARCELS at the BOARD's cost, and provide a copy to the COUNTY no later than SIXTY (60) days from the date of this AGREEMENT for review and approval. The EASEMENT PARCELS shall be conveyed subject to all zoning restrictions and all other matters of record, that are acceptable to the COUNTY, and do not inhibit the installation and maintenance

of the IMPROVEMENTS. The COUNTY shall pay the costs of recording the easement deeds, which shall be reimbursed by the BOARD as part of the IMPROVEMENTS cost. No construction on the IMPROVEMENTS shall begin until the easement deeds are recorded, and copies received by the COUNTY.

4. The BOARD shall not be required to make any improvements or repairs to the EASEMENT PARCELS as a condition of conveyance to the COUNTY. However, any costs incurred by the COUNTY to undertake improvements or repairs to the EASEMENT PARCELS, necessary to facilitate the installation of the IMPROVEMENTS, shall be reimbursed by the BOARD. The BOARD agrees to make all reasonable efforts to convey the EASEMENT PARCELS to the COUNTY free and clear of any / all encumbrances. In the event an existing encumbrance cannot be removed, the BOARD agrees to warrant the suitability of the EASEMENT PARCELS and also agrees to defend / cure any title defects or encumbrances that interfere with or hinders the installation, operation, or maintenance of the IMPROVEMENTS. In no event shall the COUNTY be responsible for clearing any title defects in the EASEMENT PARCELS.

5. All provisions of this AGREEMENT calling for the expenditure of ad valorem tax money by either the COUNTY or the BOARD are subject to annual budgetary funding and should either party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this AGREEMENT may be terminated. However, once the project has been awarded to the COUNTY contractor, it shall be prosecuted to completion, except as provided in paragraph 2 b, contained herein, and this AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that the sufficient funds are not available for the construction of the IMPROVEMENTS.

6. The parties shall maintain adequate records to justify all charges, expenses, and costs incurred in the performance of the AGREEMENT for at least three (3) years after the

completion of the IMPROVEMENTS and shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.

7. Without waiving the right to sovereign immunity in general and as provided by §768.28 Florida Statutes, both the BOARD and the COUNTY acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Florida State Legislature. In the event that either the BOARD or the COUNTY maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under §768.28 Florida Statutes, that party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage, or such amount which is equal to the per occurrence waiver as amended by the Florida State Legislature. Both the BOARD and the COUNTY agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the BOARD and the COUNTY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the BOARD and the COUNTY agree to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve either the BOARD or the COUNTY of its liability and obligations under this AGREEMENT.

8. As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

9. No remedy herein conferred upon any party is intended to be exclusive of any

other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10. The BOARD and COUNTY agree that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, ethnicity, marital status, familial status, sexual orientation, gender, gender identity and expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT. The COUNTY will ensure that all contracts let for the projects pursuant to the terms of this AGREEMENT will contain similar non-discrimination and equal opportunity clauses.

11. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this AGREEMENT and the same shall remain in full force and effect.

12. All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

AS TO COUNTY

Palm Beach County Engineering Department
Dan Weisberg, P. E.,
Director Traffic Division
2300 North Jog Road
West Palm Beach, FL 33411
Phone: 561-684-4030
Fax: 561-478-5770

AS TO BOARD

Joseph Sanches
Chief of Facilities Management
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

Phone: 561- 357-7573
Fax: 561- 357-7569

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

13. This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County.

14. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the AGREEMENT.

15. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

16. Notwithstanding any other provision in this AGREEMENT, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

a. The COUNTY has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the BOARD, its officers, agents, employees,

and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

b. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

17. Each party shall promptly notify the other party of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this AGREEMENT.

18. The parties expressly covenant and agree that in the event either of the parties is in default of its obligations under this AGREEMENT, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

19. This AGREEMENT is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this AGREEMENT as a third-party beneficiary or otherwise.

20. The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

21. This AGREEMENT represents the entire understanding among the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this AGREEMENT.

22. A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

23. This AGREEMENT shall take effect upon execution and the effective date shall be the date of execution.

24. In the event an issue arises which cannot be resolved between the BOARD's Chief of Facilities Management and the COUNTY's Traffic Division Director regarding the matters set forth in this AGREEMENT, the dispute shall be referred to the BOARD's Chief of Support Operations and the COUNTY Engineer who shall both make a good faith effort to resolve the dispute.

25. All COUNTY employees and contractual personnel (vendors, individuals, or entities) under contract with the COUNTY, who are permitted access to the SCHOOL when students are present, who have direct contact with students, or who have access to, or control of, school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. In the event access to the SCHOOL is required, the COUNTY shall insure that all COUNTY employees and contractual personnel (vendors, individuals, or entities) submit to a background check, including fingerprinting by the BOARD's Police Department, at the sole cost of the COUNTY or the contractual personnel (vendors, individuals, or entities). No COUNTY employees or contractual personnel (vendors, individuals, or entities) shall be permitted access to the BOARD's facilities when students are present, have direct contact with students, or have access to, or control of, school funds until he or she receives notice of clearance by the BOARD. Neither the BOARD, its members, officers, employees, nor agents shall be liable under any legal theory for any claim whatsoever for the rejection of any COUNTY employees, contractual personnel (vendors, individuals, or entities), or discontinuation of any of their services on the basis of these

compliance obligations. The COUNTY agrees that no COUNTY employees or contractual personnel (vendors, individuals, or entities) who meets the above conditions; has been convicted; or is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the BOARD's facilities when students are present, have direct contact with students, or have access to, or control of, school funds.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County of Palm Beach, Florida, has caused this AGREEMENT to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of this Board, pursuant to authority granted by said Board, and the School Board of Palm Beach County, Florida has caused this AGREEMENT to be signed in its name by its Chair, attested by its Superintendent, the date and year first above written.

SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By: Frank A. Barbieri, Jr.
Chair
12/15/11

By: _____
Shelley Vana, Chair

ATTEST:

ATTEST:

By: E. Wayne Gent
E. Wayne Gent,
Superintendent

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Blair Littlejohn 11/22/11
SCHOOL BOARD Attorney
Blair Littlejohn

By: _____
COUNTY Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Jan Musby
ENGINEERING

LIST OF ATTACHMENTS

Attachment "A" – Deed Forms of Real Property Interests to Be Acquired (EASEMENT PARCELS)

ATTACHMENT "A" TO LILAC STREET ILA

Return to: Palm Beach County Engineering
Name: Right-of-way Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn:
Acct. No.: 1010 W/C BOX 1066

This Instrument Prepared by:
Name: Paul F. King
Assistant County Attorney
Address: Post Office Box 21229
West Palm Beach, FL 33416

**NOT TO BE RECORDED
WITHOUT BOARD OF COUNTY
COMMISSIONERS ACCEPTANCE DATE**

A portion of PCN: 52-42-42-1209 Palm Garden Apts Condo

SPACE ABOVE THIS LINE FOR PROCESSING DATA
PROJECT NO. Military & Lilac
ROAD NAME: Lilac Street
PARCEL NO. Signal Easement

TRAFFIC SIGNAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 201_, between the PALM GARDEN APARTMENTS CONDOMINIUM, INC., a Florida non-profit corporation, whose post office address is 10249 N. Military Trail, Palm Beach Gardens, Florida 33410, as the party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose post office address is P.O. Box 21229, West Palm Beach, FL 33416, as the party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant(s) unto the party of the second part, its successors and assigns, for the purpose of a perpetual traffic signal and foundation easement for the construction, installation, operation and maintenance of a traffic control device and foundation which easement shall include the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical characteristics of, or replace, remove, relocate, maintain and perform any other related activities with reference to such facilities in, under, across, through and upon, over, or within the following described property located in Palm Beach County, Florida, to-wit:

Property more particularly described in Exhibit "C" attached hereto and made a part hereof.

The party of the second part shall have the right, but not the obligation, to remove and use any or all of the soil and/or subsoil, in accordance with current and future construction plans, within the easement area.

As consideration for the above signal easement, it is understood and agreed by the party of the first part that the party of the second part and its employees, agents, contractors, sub-contractors and/or assigns, shall slope and grade where necessary to return the property to as near as practicable to the same condition as before. Additionally, the party of the second part shall have the right to enter the property described in Exhibit "A" for the purpose of periodically trimming the trees within or adjacent to the property described in Exhibit "A" that might obstruct or interfere with the signal improvements.

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its

successors and assigns forever.

IN WITNESS WHEREOF, the said party has hereto set its hand(s) and seal(s) the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

Palm Garden Apartments Condominium, Inc.,
a Florida Non-Profit Corporation

WITNESS Signature
(Required)

BY:

SIGNATURE OF PRESIDENT

TYPED OR PRINTED NAME OF
WITNESS

TYPED OR PRINTED NAME OF PRESIDENT

WITNESS SIGNATURE
(Required)

ATTEST:

SIGNATURE OF SECRETARY

TYPED OR PRINTED NAME OF
WITNESS

TYPED OR PRINTED NAME OF SECRETARY
10249 N. Military Trail, Palm Beach
Gardens, Florida 33410

MAILING ADDRESS

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
and _____ who are personally known to me or who have
produced _____ as
identification and who did/did not take an oath, executed the foregoing
instrument as President and Secretary on behalf of the Palm Garden Apartments
Condominium Association, Inc. for the uses and purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____,
201_.

Signed: _____
Notary Public in and for the County and
State aforementioned

Exhibit "A" TO TRAFFIC SIGNAL EASEMENT

A TRAFFIC SIGNAL EASEMENT IN SECTION 12, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY FLORIDA, LYING IN LOT 6, BLOCK 53, PLAT No.2 OF PGA NATIONAL GOLF CLUB ESTATES, RECORDED IN PLAT BOOK 28, PAGE 72, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 53;
 THENCE ALONG THE EAST LINE OF SAID LOT 6, BLOCK 53, AND ALONG THE WEST RIGHT-OF-WAY OF MILITARY TRAIL, AS SHOWN ON SAID PLAT, S01°33'10"W FOR 19.00 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE ALONG SAID EAST LINE AND RIGHT-OF-WAY, S01°33'10"W FOR 54.50 FEET;
 THENCE N88°26'50"W FOR 12.00 FEET;
 THENCE N01°33'10"E FOR 9.00 FEET;
 THENCE S88°26'50"E FOR 3.00 FEET
 THENCE N01°33'10"E FOR 45.50 FEET;
 THENCE S88°26'50"E FOR 9.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 517.5 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S01°33'10"W (GRID, NAD 83, 1990 ADJUSTMENT, PER PALM BEACH COUNTY SURVEY DEPARTMENT SECTION DATA) ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 12.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

ABBREVIATIONS

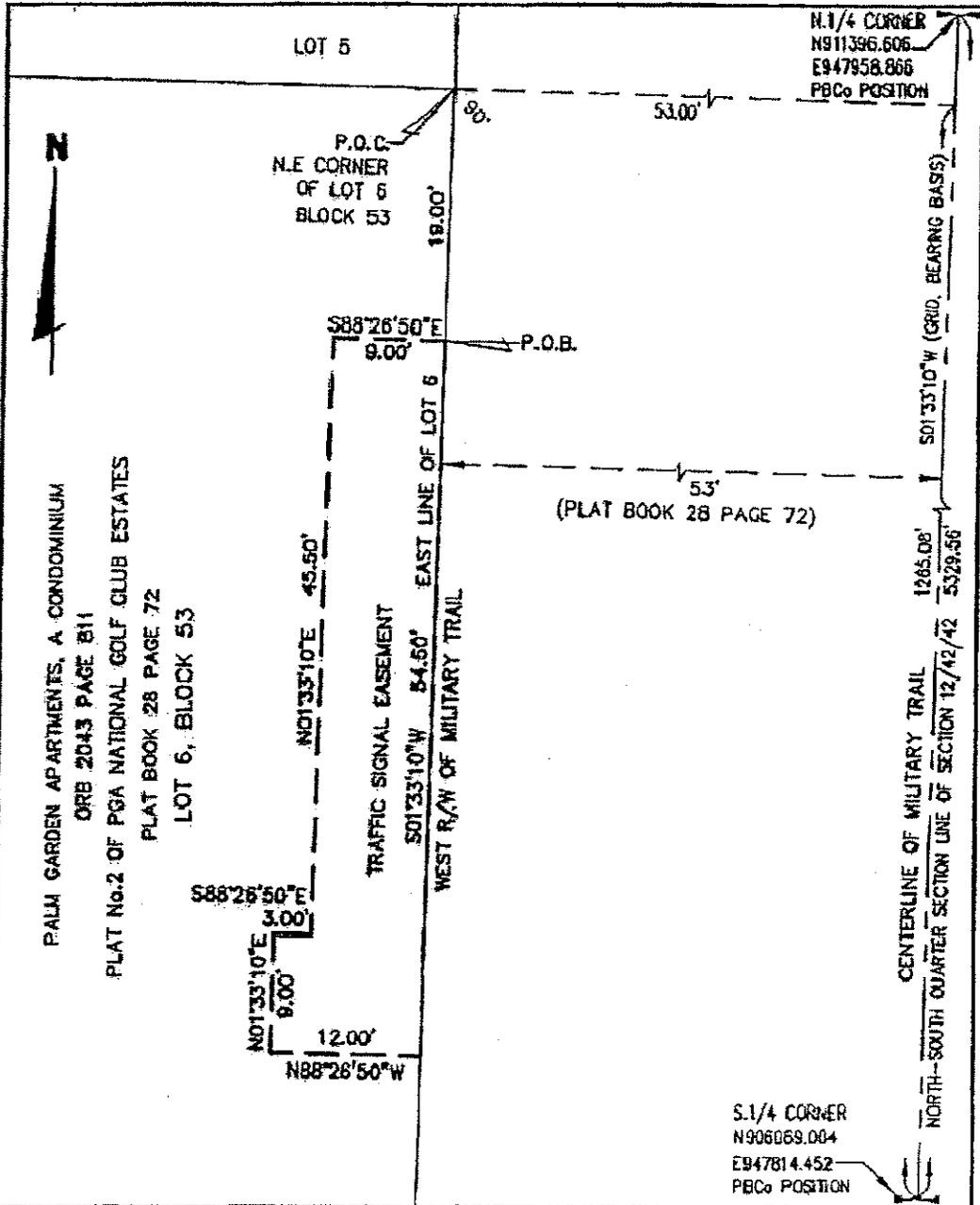
P.O.B.- POINT OF BEGINNING
 P.O.C.- POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 O.R.B.- OFFICIAL RECORD BOOK
 P.B.- PLAT BOOK
 PBCo - PALM BEACH COUNTY

J. E. Phillips III

 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 6/9/11

BP BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3988 FAX

TRAFFIC SIGNAL EASEMENT MILITARY TRAIL & LILAC STREET PALM BEACH GARDENS HIGH SCHOOL	
PROJ No. 08-073	DRAWN: MB
LEGAL DESCRIPTION	SCALE: 1" = 10'
	DATE: 6/9/11
	SHEET 1 OF 2



B **BROWN & PHILLIPS, INC.**
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 118, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

TRAFFIC SIGNAL EASEMENT MILITARY TRAIL & LILAC STREET PALM BEACH GARDENS HIGH SCHOOL	
PROJ. No. 08-075	DRAWN: MB
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	SCALE: 1" = 10' DATE: 6/9/11
(THIS SKETCH IS NOT A SURVEY)	SHEET 2 OF 2

Return to: Palm Beach County
Name: Right-of-way Acquisition Section
Post Office Box 21229
Address: West Palm Beach, Florida 33416
Attn: Tripp Cioci
Acct. No.: 1010

This Instrument Prepared by:
Name: Paul F. King, Assistant County Attorney
Palm Beach County
Address: Post Office Box 21229
West Palm Beach, Florida 33416

NOT TO BE RECORDED
WITHOUT BOARD OF COUNTY
COMMISSIONERS ACCEPTANCE DATE

Portion of PCN: 52-42-42-1209 Palm Garden Apts Condo

SPACE ABOVE THIS LINE FOR PROCESSING DATA
PROJECT NO. Military & Lilac
ROAD NAME: Lilac
PARCEL NO. TCE

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made this _____ day of _____, 201____, by PALM GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation existing under the laws of FLORIDA and having its principal place of business at 10249 N. Military Trail, Palm Beach Gardens, Florida 33410, as the party of the first part, and PALM BEACH COUNTY, a political subdivision of the State of Florida, as the party of the second part.

WITNESSETH: That the party of the first part, for and in consideration of the sum of ONE (\$1.00) dollar and other valuable considerations, receipt whereof is hereby acknowledge, hereby grant(s) unto the party of the second part, its successors and assigns, a TEMPORARY CONSTRUCTION easement, over, upon, under, through and across the following described land, situate in Palm Beach County, Florida, to-wit:

Property more particularly described in Exhibit "D" attached hereto and made a part hereof.

THIS EASEMENT, as described herein, is to be used for the purpose of tying in, harmonizing, constructing, grading, improving, reconstructing and inspecting of the project as shown on the initial or final plans for the proposed improvement. This Temporary Construction Easement shall be for a duration of four (4) months from the later to occur of the following: (i) the date of recording of this Temporary Construction Easement; or (ii) the date of issuance of the permit by the Florida Department of Transportation authorizing the construction of the proposed improvements (the "Term"). The party of the second part shall be permitted to utilize the Temporary Construction Easement ten (10) separate days ("work Days") during the Term, with the work Days to be selected at the discretion of the party of the second part. This Temporary Construction Easement includes the right to ingress and egress over and through the described real estate. The party of the second part shall provide notice to party of the first part of the date that the Term begins and at least seven (7) calendar days notice to party of the first part as to the scheduling of each of the ten (10) work Days during the Term. In order to minimize the disruption and inconvenience to the residents, the party of the first part shall notify residents they shall be permitted to park within the Temporary Construction Easement parcel during the Term, except during the Work Days. The party of the second part shall, prior to the expiration of this Temporary Construction Easement and at its sole cost and expense, restore, repair and/or replace any existing improvements lying within the Temporary Construction Easement parcel using materials of like kind and quality.

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the said party has hereto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:
(Signature of two witnesses required by Florida law)

Palm Garden Apartments Condominium, Inc.,
a Florida Non-Profit Corporation

WITNESS Signature
(Required)

BY: _____
SIGNATURE OF PRESIDENT

TYPED OR PRINTED NAME OF
WITNESS

TYPED OR PRINTED NAME OF PRESIDENT

WITNESS SIGNATURE
(Required)

ATTEST: _____
SIGNATURE OF SECRETARY

TYPED OR PRINTED NAME OF
WITNESS

TYPED OR PRINTED NAME OF SECRETARY
10249 N. Military Trail, Palm Beach
Gardens, Florida 33410

MAILING ADDRESS

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____
and _____ who are personally known to me or who have
produced _____ as identification and who did/did not take
an oath, executed the foregoing instrument as President and Secretary on
behalf of the Palm Garden Apartments Condominium Association, Inc. for the
uses and purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____,
201_.

Signed: _____
Notary Public in and for the County and
State aforementioned

Exhibit "A" TO TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT SECTION 12, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY FLORIDA, LYING IN LOTS 5, 6, AND 7, BLOCK 53, PLAT No.2 OF PGA NATIONAL GOLF CLUB ESTATES, RECORDED IN PLAT BOOK 28, PAGE 72, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 53;
 THENCE ALONG THE EAST LINE OF SAID LOT 6, BLOCK 53, AND ALONG THE WEST RIGHT-OF-WAY OF MILITARY TRAIL, AS SHOWN ON SAID PLAT, S01°33'10"W FOR 19.00 FEET;
 THENCE N88°26'50"W FOR 9.00 FEET;
 THENCE S01°33'10"W FOR 45.50 FEET;
 THENCE N88°26'50"W FOR 3.00 FEET;
 THENCE S01°33'10"W FOR 9.00 FEET;
 THENCE S88°26'50"E FOR 12.00 FEET TO THE SAID EAST LINE OF LOT 6, BLOCK 53, AND THE SAID WEST RIGHT-OF-WAY OF MILITARY TRAIL;
 THENCE ALONG SAID EAST LOT LINE AND WEST RIGHT-OF-WAY, S01°33'10"W FOR 74.00 FEET;
 THENCE N88°26'50"W FOR 36.00 FEET;
 THENCE N01°33'10"E FOR 180.00 FEET;
 THENCE S88°26'50"E FOR 36.00 FEET TO THE EAST LINE OF LOT 5, BLOCK 53 AND THE SAID WEST RIGHT-OF-WAY OF MILITARY TRAIL;
 THENCE ALONG SAID EAST LOT LINE AND WEST RIGHT-OF-WAY, S01°33'10"W FOR 32.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,962.5 SQUARE FEET, MORE OR LESS.

BEARING BASIS: S01°33'10"W (GRID, NAD 83, 1990 ADJUSTMENT, PER PALM BEACH COUNTY SURVEY DEPARTMENT SECTION DATA) ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 12.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED HEREON.

ABBREVIATIONS

P.O.B.- POINT OF BEGINNING
 P.O.C.- POINT OF COMMENCEMENT
 R/W - RIGHT-OF-WAY
 O.R.B.- OFFICIAL RECORD BOOK
 P.B.- PLAT BOOK
 PBCo - PALM BEACH COUNTY
 (D) - DISTANCE PER ORB 2043, PAGE 811

John E. Phillips III
 JOHN E. PHILLIPS III
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA No. 4826
 DATE: 8/13/11

B
BROWN & PHILLIPS, INC.
 PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 8473
 601 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3888 FAX

TEMPORARY CONSTRUCTION EASEMENT MILITARY TRAIL & LILAC STREET PALM BEACH GARDENS HIGH SCHOOL	
PROJ No. 08-075	DRAWN: MB
LEGAL DESCRIPTION	SCALE: 1" = 30'
	DATE: 8/9/11
	SHEET 1 OF 2

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement

BGRV 120611-120
BGEX 120611-443

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/06/11	REMAINING BALANCE
<u>REVENUES</u>								
<u>PBG SIGNAL MILITARY TRAIL & LILAC STREET</u>								
3500-361-1360-6693	Developers Contributions	0	0	265,000	0	265,000		
TOTAL RECEIPTS & BALANCES		239,160,219	233,348,289	265,000	0	233,613,289		
<u>EXPENDITURES</u>								
<u>PBG SIGNAL MILITARY TRAIL & LILAC STREET</u>								
3500-361-1360-5303	Materials Signal Section	0	0	265,000	0	265,000	0	265,000
TOTAL APPROPRIATIONS & EXPENDITURES		239,160,219	233,348,289	265,000	0	233,613,289		

Engineering & Public Works

Administration / Budget Approval

OFMB Department - Posted

SIGNATURE

Alice Koralamer

DATE

12/20/11

By Board of County Commissioners
At Meeting of 01/24/12

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 3